

CITY OF FAIRFIELD

RESOLUTION NO. 2018 - 107

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FAIRFIELD AUTHORIZING  
THE CITY MANAGER TO EXECUTE A DESIGN SERVICES AGREEMENT  
BETWEEN THE CITY OF FAIRFIELD AND BENNETT ENGINEERING SERVICES,  
INC. FOR ENGINEERING AND DESIGN SERVICES FOR THE CORPORATION  
YARD IMPROVEMENTS FOR TRANSIT ELECTRIFICATION PROJECT

**WHEREAS**, the City intends to install electric charging stations, complete electrical upgrades, and civil site improvements and layout modifications at the Public Works Corporation Yard to support new zero-emission electric buses; and

**WHEREAS**, Bennett Engineering Services, Inc. is qualified to provide the engineering services to design the Corporation Yard Improvements for Transit Electrification Project.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:**

Section 1. The City Manager is hereby authorized and directed to execute on behalf of the City of Fairfield that certain agreement for design services with Bennett Engineering Services, Inc. for the Corporation Yard Improvements for Transit Electrification Project for an amount not to exceed two hundred and sixty-two thousand, fifty dollars (\$262,050).

Section 2. The Public Works Director is hereby authorized to execute and administer amendments in an amount not to exceed twenty-six thousand, two-hundred five dollars (\$26,205).

**PASSED AND ADOPTED** this 15<sup>th</sup> day of May, 2018, by the following vote:

AYES:	COUNCILMEMBERS:	<u>PRICE/TIMM/BERTANI/MOY/VACCARO</u>
		<b>NONE</b>
NOES:	COUNCILMEMBERS:	<u></u>
		<b>NONE</b>
ABSENT:	COUNCILMEMBERS:	<u></u>
		<b>NONE</b>
ABSTAIN:	COUNCILMEMBERS:	<u></u>

  
MAYOR

ATTEST:

  
CITY CLERK  
pw

AGREEMENT FOR DESIGN SERVICE  
CORPORATION YARD IMPROVEMENTS FOR  
TRANSIT ELECTRICIFICATION PROJECT

THIS AGREEMENT, made and entered into as of May 24, 2018, by and between the CITY OF FAIRFIELD, a municipal corporation, hereinafter referred to as "CITY" and BENNETT ENGINEERING SERVICES INC., hereinafter referred to as "CONSULTANT."

RECITALS

A. CITY desires to contract for certain professional design and engineering work necessary for the construction of the CORPORATION YARD IMPROVEMENTS FOR TRANSIT ELECTRICIFICATION PROJECT, and for the purposes of this Agreement shall be called "PROJECT," and,

B. CONSULTANT is willing and qualified to undertake said consulting work;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein set forth, the parties do hereby agree as follows:

AGREEMENT

I. DUTIES OF CONSULTANT

The CONSULTANT shall provide professional consulting services required for design and construction of the PROJECT as follows (collectively, "Consultant's Services"):

- A. Project Coordination. The CONSULTANT's primary contact with the CITY shall be the CITY's Project Manager (Ryan Panganiban) or any other as designated by the City Engineer.
- B. Project Scope. The CONSULTANT shall provide the engineering design services in accordance with the Scope of Work attached hereto as Exhibit "A" and incorporated herein by this reference.

- C. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment, which may be required for furnishing services pursuant to this Agreement.

## II. DUTIES OF CITY

The CITY shall:

- A. Make available previous plans, reports, and all other data relative to the design of the PROJECT and full information as to the CITY's requirements, including title reports and condemnation guarantees as required.
- B. Review preliminary and final plans, specifications, estimates, and other documents presented by CONSULTANT and render decisions within a reasonable time, and give prompt notice to CONSULTANT at any time CITY observes or otherwise becomes aware of any error, omission, or defect in the PROJECT.
- C. Provide for California Environmental Quality Act environmental clearance.
- E. Reproduce and distribute bid documents, advertise the project for bidding purposes, maintain a plan holders list, and distribute addenda.
- F. Provide construction management services as required.
- G. Provide construction inspection and red-lined drawings from which CONSULTANT shall prepare "Record Drawings".
- H. Make all necessary provisions for CONSULTANT to enter upon public and private property as required in the performance of Consultant's Services under this Agreement.

## III. MISCELLANEOUS PROVISIONS

- A. CONSULTANT shall not assign any rights or duties under this Agreement to a third party without the prior written consent of CITY.
- B. It is understood by and between the parties hereto that CONSULTANT, in the performance of this Agreement, shall act as, and be, an independent contractor and not an agent or employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT's Services rendered pursuant to this Agreement; however, CITY shall not have

the right to control the means by which CONSULTANT accomplishes the Consultant's Services rendered pursuant to this Agreement.

- C. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his or her profession.
- D. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.
- E. CONSULTANT shall assign only competent personnel to perform Consultant's Services. In the event that CITY, in its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform Consultant's Services, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.
- F. CONSULTANT shall perform Consultant's Services in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his or her profession. All products of whatsoever nature which CONSULTANT delivers to CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT's profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.
- G. CONSULTANT is not a "public official" for purposes of Government Code §§ 87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or any CITY

official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.

- H. The parties hereto agree to immediately and diligently proceed with their respective duties as set forth herein to the end that the PROJECT will be completed satisfactorily within the shortest reasonable time.
- I. The CONSULTANT is not responsible for delay, nor shall CONSULTANT be responsible for damages or be in default or deemed to be in default by reason of strikes, lockouts, accidents, or acts of God; or the failure of CITY to furnish timely information or to approve or disapprove CONSULTANT's Services promptly; or delay or faulty performance by CITY, other contractors, or governmental agencies; or any other delays beyond CONSULTANT's reasonable control.

#### IV. COMPENSATION OF CONSULTANT

- A. Basis of Compensation. For and in consideration of Consultant's Services, CITY agrees to pay CONSULTANT, and CONSULTANT agrees to accept from CITY as full compensation for said services the following maximum, not to exceed, amounts in accordance with the fee proposals attached as Exhibit "A":
  - 1. For those services described in Section I compensation shall be on a time and material basis with a maximum fee not to exceed two hundred and sixty-two thousand, and fifty dollars (\$262,050).
- B. Extra Work and Change Order Fee. Extra Work performed by the CONSULTANT for any work required by the CITY which is not specified as part of Consultant's Services in Section I, including but not limited to contract change orders after the award of the construction contract by the City Council, or testimony in Court, shall be compensated by the use of the time and material fee rates of the attached Exhibit "B" No extra work will be compensated for unless required by CITY in writing.

C. Schedule of Payments.

1. CONSULTANT shall submit, and CITY shall pay, monthly invoices for work performed during the previous month. For the time and material services billing shall be based on the hourly and fee rate charges set forth in Exhibit "B" attached hereto, and on the number of hours expended on the PROJECT by each classification of employee.
2. In the event PROJECT is terminated, CITY shall pay to CONSULTANT full compensation for work performed up until the date of CONSULTANT's receipt of written notification to cease work on the PROJECT.
3. CONSULTANT shall notify the CITY in writing when the CONSULTANT's invoices total billing is within 25% of the contract compensation as indicated in Section IV.A.

V. TIME OF COMPLETION

Consultant's Services shall be completed until scope of work is completed.

VI. PROJECT MANAGER

CONSULTANT designates Carlton Allen as Project Manager, to remain such unless or until CONSULTANT requests to change said designation and said request is approved by CITY. Major duties shall include:

- A. Personally direct all work essential to the PROJECT.
- B. Sign all letters and instruments as requested by, and on behalf of, CITY.
- C. Attend public meetings related to the PROJECT.

VII. CANCELLATION OF AGREEMENT

This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full compensation payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the PROJECT. Said compensation will be determined in accordance with Section IV. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work on the PROJECT.

VIII. INDEMNIFY AND HOLD HARMLESS

- A. Indemnity for Design Professional Services. In connection with its design professional (as the term is defined under California Civil Code Section 2782.8(c)(2)) services hereunder, Consultant shall hold harmless and indemnify City, and its elected officials, officers, employees, servants, designated volunteers, and those City agents serving as independent contractors in the role of City officials (collectively, "Indemnitees"), with respect to any and all claims, demands, damages, liabilities, losses, costs or expenses, including reimbursement of attorneys' fees and costs of defense (collectively, "Claims" hereinafter), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to in whole or in part to the negligence, recklessness, or illful misconduct of Consultant or any of its officers, employees, subcontractors, or agents in the performance of its design professional services under this Agreement.
- B. Other Indemnities. In connection with any and all claims, demands, damages, liabilities, losses, costs or expenses, including attorneys' fees and costs of defense (collectively, "Damages" hereinafter) not covered by Section VIII. A, Consultant shall defend, hold harmless and indemnify the Indemnitees with respect to any and all Damages, including but not limited to, Damages relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts or omissions of Consultant or any of its officers, employees, subcontractors, or agents in the performance of this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the City, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any such Damages with counsel of City's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant's duty to defend pursuant to this Section VIII. B shall apply

independent of any prior, concurrent or subsequent misconduct, negligent acts, errors or omissions of Indemnitees.

- C. Survival of Indemnification Obligations. Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. The Indemnities in this Section VIII shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

IX. INSURANCE

During the term of this Agreement CONSULTANT shall obtain and maintain in full force and effect at his/her own cost and expense the following insurance coverage:

- A. Worker's Compensation Insurance. Worker's Compensation Insurance, as required by the State of California, shall be provided that is necessary in connection with the performance of this Agreement. Such insurance shall relieve CITY from all responsibility for such benefits. Said policy shall also include employer's liability coverage no less than one million dollars (\$1,000,000.00) per accident for bodily injury and disease.
- B. General Liability Insurance. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement commercial general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage. Said insurance shall provide (1) that the CITY, its officers, agents, employees, and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.
- C. Automobile Liability Insurance.  
CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement automobile liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage. Said insurance shall provide (1) that the CITY, its officers,

agents, employees, and volunteers shall be named as additional insureds under the policy, and (2) that the policy shall operate as primary insurance, and that (3) no other insurance effected by the CITY or other named insureds will be called upon to cover a loss covered thereunder.

C. Certificates of Insurance.

CONSULTANT shall file with the CITY's Director of Public Works upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or renewal will be made during the term of this Agreement, without thirty (30) days written notice to the Director of Public Works prior to the effective date of such cancellation, or change in coverage.

D. Professional Liability Insurance. During the term of this Agreement, CONSULTANT shall maintain a professional liability insurance policy covering any loss arising out of errors, omissions, or negligent actions of CONSULTANT in the amount of not less than one million dollars (\$1,000,000.00).

X. OWNERSHIP OF DOCUMENTS

All documents prepared by CONSULTANT in the performance of his or her duties under this Agreement, including but not limited to, the plans, reproducible mylar plans, specifications, studies, reports, and contract documents shall be the property of the City of Fairfield. If this Agreement is canceled in accordance with Section VII above, all completed and partially completed documents prepared by CONSULTANT shall be delivered to the CITY in both printed and electronic format within two weeks of notice of cancellation. CONSULTANT shall not obtain or attempt to obtain copyright protection as to any documents prepared hereunder.

XI. SCOPE OF AGREEMENT

This writing constitutes the entire agreement between the parties relative to CONSULTING services on the PROJECT and no modification hereof shall be effective unless or until such modification is evidenced by a writing signed by both parties to this Agreement.

XII. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this Agreement. This Agreement shall be voidable at the option of the CITY if this provision is violated.

XIII. LOCAL EMPLOYMENT POLICY

- A. The City of Fairfield desires wherever possible to hire qualified local residents to work on City projects. Local resident is defined as a person who resides in Solano County.
- B. The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.
- C. When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.
- D. As a way of responding to the provisions of the Davis-Bacon Act and this program, contractors, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, City of residence, and ethnic origin.

XIV. EMPLOYMENT DEVELOPMENT DEPT. REPORTING REQUIREMENTS.

When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.

- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

XV. MISCELLANEOUS PROVISIONS

A. Legal Action.

1. Should either party to this Agreement bring legal action against the other, the validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, excluding California's choice of law rules. Venue for any such action relating to this Agreement shall be in the Solano County Superior Court.
2. If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default or misrepresentation in connection with this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, experts' fees, and other costs, in addition to any other relief to which the party may be entitled.
3. Should any legal action about a project between CITY and a party other than CONSULTANT require the testimony of CONSULTANT when there is no allegation that CONSULTANT was negligent, CITY shall compensate CONSULTANT for its testimony and preparation to testify at hourly rates that are agreed-upon in advance in writing by both parties.

B. Entire Agreement; Modification. This Agreement, including any other documents incorporated herein by specific reference, represents the entire and integrated agreement between CITY and CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified or amended, or provisions or breach may be waived, only by subsequent written agreement signed by both parties.

C. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by the CITY of any payment to CONSULTANT constitute or be construed as a waiver by the CITY of any breach of covenant,

or any default which may then exist on the part of CONSULTANT, and the making of any such payment by the CITY shall in no way impair or prejudice any right or remedy available to the CITY with regard to such breach or default.

- D. Time. Time is of the essence in the performance of this Agreement.
- E. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
- F. Notices

Except as otherwise required by law, any notice, request, direction, demand, consent, waiver, approval or other communication required or permitted to be given hereunder shall not be effective unless it is given in writing and shall be delivered (a) in person or (b) by certified mail, postage prepaid, and addressed to the parties at the addresses stated below, or at such other address as either party may hereafter notify the other in writing as aforementioned:

To CITY:

ATTN: Paul V. Kaushal  
Assistant Public Works Director/City Engineer  
City of Fairfield  
Public Works Department  
1000 Webster Street  
Fairfield, CA 94533

To CONSULTANT:

ATTN: Leo Rubio  
President  
Bennett Engineering Services Inc.  
1082 Sunrise Avenue, Suite 100  
Roseville, CA 95661

A party may change its address by giving written notice to the other party. Thereafter, any notice or other communication shall be addressed and transmitted to the new address. If sent by mail, any notice, tender, demand, delivery or other communication shall be deemed effective three (3) business days after it has been deposited in the United States mail. For purposes of

communicating these time frames, weekends and CITY holidays shall be excluded. No communication via facsimile or electronic mail shall be effective to give any such notice or other communication hereunder.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be considered an original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of

May 24, 2018.

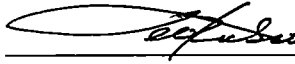
CITY OF FAIRFIELD  
a municipal corporation (CITY)

By

  
\_\_\_\_\_  
City Manager

HSI

By

  
\_\_\_\_\_  
Bennett Engineering Services Inc.  
1082 Sunrise Avenue, Suite 100  
Roseville, CA 95661

## **EXHIBIT "A"**

Project Scope For:

TRANSIT FLEET AND CORPORATION YARD  
ELECTRICAL UPGRADE PROJECT

# Scope of Services

**BEN|EN**

TRUSTED ENGINEERING ADVISORS

Client: City of Fairfield

Consultant: Bennett Engineering Services Inc

Project: Corporation Yard Upgrade for Transit Fleet Electrification

Date: April 18, 2018

Bennett Engineering Services  
1082 Sunrise Avenue, Suite 100  
Roseville, California 95661

T 916.783.4100

F 916.783.4110

www.ben-en.com

*Consultant's services shall be limited to those expressly set forth below, and Consultant shall have no other obligations or responsibilities for the Project or to the Client except as agreed to in writing or as provided in this Agreement. All of Consultant's services in any way related to the Project or Client shall be subject to the terms of this Agreement.*

This project will add three (3) electric bus charging stations to the City of Fairfield (City) Corporation Yard. The project will also complete the preliminary site design and environmental clearance for the proposed improvements.

## **TASK 1. Project Management**

### **Subtask 1.1. Develop Project Development Team and Workplan**

Bennett Engineering Services (BEN|EN), in coordination with City Project Manager, will develop the Project Development Team (PDT) with representatives from sub-consultants and appropriate City staff. We will identify the critical path elements to keep project delivery on schedule. BEN|EN shall notify the City immediately if there are problems that adversely impact the project schedule.

#### **DELIVERABLES:**

- Project schedule in MS Project

### **Subtask 1.2. Project Meetings and Coordination**

BEN|EN will setup and facilitate a project kick-off meeting, PDT progress meetings, field review meetings, and other project meetings and coordination as required to obtain the necessary project information. BEN|EN will prepare all meeting agendas, meeting minutes and distribute to the PDT. Assume a total of 10 project meetings.

#### **DELIVERABLES:**

- Meeting notices, agendas, minutes, and sign-in-sheets.

### **Subtask 1.3. Monthly Invoices and Status Reports**

BEN|EN will prepare and submit monthly invoices and status reports to the City. The status reports will include project tasks completed, deliverables submitted and budget expenditures for that month's invoice. In addition, monthly invoices shall be accompanied by a budget summary indicating task breakdown for budget, percent complete, spend to date, and remaining budget. Invoices will include employee rates, expenses per task, and a copy of any sub-consultant invoices. Assume a total of 12 monthly invoices & reports.

#### **DELIVERABLES:**

- Monthly Invoices and Status Reports

### **Subtask 1.4. Quality Control**

BEN|EN will provide technical resources necessary to ensure that deliverables are complete, and that they meet the City's requirements. Reviews will be conducted by experienced senior staff and documented using a review form indicating the reviewer name, date of review, and the resolution of any comments.

#### **DELIVERABLES:**

**INITIALS:**

(LP)

- *Quality Control Reviews*

## **TASK 2. Topographic Survey**

### **Subtask 2.1. Topographic Survey**

UNICO will perform topographic field surveys within the project limits covering each of the eleven (11) properties. UNICO will survey to each perimeter property line or to adjacent fences. A detailed, design level topographic survey of the site will be performed utilizing conventional (non-aerial) field surveying methods. UNICO will locate buildings, sidewalks, parking areas, striping, pavement, driveways, concrete, fences, walls, trees, visible utilities, curbs, drainage, and all visible features within the project limits. Measurements to all relevant storm drain and sewer structures will be performed to include size, flow direction and invert elevations. Appropriate labeling, 1' contours and digital surface will be provided in an AutoCAD based drawing. UNICO will set durable control points to be preserved for utilization of surveys and for future construction control. UNICO will base its survey on City approved datum or NAD83 horizontal and NAVD88 vertical datums.

#### **ASSUMPTIONS:**

- *Boundary surveys are not required.*

#### **DELIVERABLES:**

- *Civil 3D AutoCAD base file*
- *Point Files*

## **TASK 3. Preliminary Engineering**

### **Subtask 3.1. Basis for Design Technical Memorandum**

BEN|EN will prepare the Basis for Design Technical Memorandum for City review. The memo will identify the Project requirements, key constraints and the applied design decisions consistent with the following:

- City of Fairfield Standard Specifications and Details
- City of Fairfield General Plan
- Heart of Fairfield Plan
- California Building Code
- U.S. Department of Transportation requirements for federal funds

#### **DELIVERABLES:**

- *Draft and Final Basis for Design Technical Memorandum*

### **Subtask 3.2. Stormwater Drainage Technical Memorandum**

BEN|EN will prepare a draft and final stormwater drainage technical memorandum conforming to the Fairfield-Suisun Urban Runoff Management Program. Because the project is proposing to add more than 5,000 SF of impervious surface related to an auto service facility we will include Low Impact Development (LID) treatment for the stormwater runoff in our designs.

#### **DELIVERABLES:**

- *Draft and Final Stormwater Drainage Technical Memorandum in pdf and one (1) hard copy*
- *New and Redevelopment Post Construction Stormwater Requirements Application in pdf and one (1) hard copy*

### **Subtask 3.3. Geotechnical Engineering**

Geocon will evaluate existing pavement and subgrade soil conditions by performing pavement coring and shallow exploratory borings within existing and proposed pavement areas at the Fairfield Corporation Yard. Geocon will provide geotechnical conclusions and recommendations for new pavement sections and pavement rehabilitation.

Geocon will perform a site visit to observe existing pavement conditions and to pre-mark proposed core and boring locations. We will notify subscribing utility companies via Underground Service Alert (USA) a minimum of two working days (as required by law) prior to performing exploratory excavations at the site.

Geocon will perform up to five (5) pavement cores within existing pavement areas to determine existing structural section. In the unpaved areas we will perform up to three (3) additional hand-auger borings in new pavement areas (currently unpaved areas).

Geocon will prepare a summary report with conclusions and recommendations. The report will include (but not be limited to) the following:

- Map showing core and boring locations
- Existing subgrade conditions (R-value)
- Pavement condition description
- Pavement section material thicknesses at the core locations
- Pavement repair/rehabilitation recommendations
- New pavement structural design recommendations for rigid (PCC) and flexible (HMA) pavements.

**DELIVERABLES:**

- *Draft and Final Geotechnical Report in pdf and one (1) hard copy*

**Subtask 3.4. Schematic Design Drawings**

BEN|EN will work with City staff to further define the proposed improvements to the Corporation Yard and develop schematic drawings for up to two (2) options to obtain City approval.

**DELIVERABLES:**

- *Schematic Design Drawings for City approval - pdf and six (6) 24"x36" plans*

**TASK 4. Utility Coordination**

**Subtask 4.1. Utility Verification and Coordination with Owners**

BEN|EN will send out Utility Letters "A" to appropriate utility providers and add utility information to the base mapping. We will pothole any critical utilities to determine potential conflicts. Assume three (3) potholes.

Once the utility information is compiled, we will prepare a summary of utility impacts and proposed resolutions. We will coordinated with the respective utility companies in accordance with the City's utility coordination procedures.

**DELIVERABLES:**

- *Summary of impacts and resolutions*

**Subtask 4.2. Utility Impact Resolution**

Once the existing utility information is compiled, we will prepare a summary of utility impacts and proposed resolutions. Subsequent Utility "B" and "C" letters with project plans will be sent to the respective utility companies in accordance with Caltrans Local Assistance Utility Coordination Procedures. Verification maps, conflict maps, relocation maps, and Report of Investigation (ROI) will be included as part of this task.

**DELIVERABLES:**

- *Verification Maps, Conflict Maps, Relocation Maps, Report of Investigation for City files*

**Subtask 4.3. Utility Adjustment/Relocation Coordination**

For existing utilities that need to be adjusted or relocated, we will coordinate with utility companies for final utility relocation plans and construction schedule for the relocations prior to or during project construction.

**ASSUMPTIONS:**

- *City has existing Utility Agreements with utility companies to cover relocations*

#### **Subtask 4.4. PG&E Coordination**

BEN|EN and IEC will coordinate with PG&E on the new service location for the proposed charging stations. We will support the City's PG&E Interconnect Application and provide electrical drawings for interconnection process. IEC will complete technical portions of the interconnection application. Assume one (1) onsite meeting with PG&E and one (1) PG&E conference call.

#### **ASSUMPTIONS:**

- *The City will prepare and file the PG&E new service application*

#### **TASK 5. Environmental Documentation**

The proposed project is partially funded with Federal Transit Administration (FTA) funds and must comply with NEPA. We anticipate that the proposed project would be a Categorical Exclusion (CE) for CEQA and the processing of a categorical exclusion through FTA for NEPA.

##### **Subtask 5.1. Section 106 Cultural Resources Assessment**

ESA's cultural resources team will prepare a cultural resources assessment that will provide the basis for CEQA documentation and consultation with the State Historical Preservation Officer (SHPO) pursuant to Section 106 of the National Historic Preservation Act. ESA will undertake the following tasks:

- **Records Search and Archival Research.** ESA will complete an archival records search of the project area to identify areas of known cultural sensitivity including recorded sites for both architectural and archaeological resources. The task would include a review of records at the Northwest Information Center, Sonoma State University, as well as a review of historic maps and aerial imagery.
- **Native American Communication.** ESA will assist with contacting the Native American Heritage Commission to request information on any known sacred sites within the project area, and request a list of contacts for Native American tribes who may have an interest in the proposed project. ESA can initiate contact with the tribes and individuals, but formal consultation pursuant to PRC Section 21080 (AB 52) will be conducted between the City and interested tribes and individuals.
- **Field Survey.** ESA will complete a field survey of the project area. This scope assumes that all survey areas for the project will be accessible and require less than one day of fieldwork. This scope also assumes that a subsurface survey to identify buried archaeological resources will not be necessary. If deemed necessary based on the background research and surface survey results, this task would be completed under a separate scope and budget.
- **Cultural Resources Technical Report.** ESA will prepare a draft and final cultural resources Phase I Cultural Resources Survey Report documenting the methods and findings of the pre-field research, communication with Native Americans, maps of field studies, and results of the field survey. The potential for archaeological sensitivity will be highlighted in the report. The report will also provide any additional recommendations regarding cultural resources depending on the results of the study.

#### **DELIVERABLES:**

- *Phase I Cultural Resources Survey Report*

##### **Subtask 5.2. Phase I Environmental Site Assessment Scope of Work**

ESA will perform a Phase 1 Environmental Site Assessment (Phase 1) in general accordance with the American Society for Testing and Materials (ASTM) *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process* (ASTM E1527-13) and the U.S. Environmental Protection Agency (US EPA) Final Rule regarding Standards and Practices for All Appropriate Inquiries as published in the Federal Register on November 1, 2005 (70 FR 66070) and codified at 40 CFR Part 312 (AAI Rule). The US EPA has stated that the newly revised ASTM E1527-13 is consistent with the AAI rule (78 FR 79319, December 30, 2013). Specifically, this final rule amends the AAI Rule at 40 CFR Part 312 to reference ASTM E1527-13 and makes clear that persons conducting all appropriate inquiries may use the procedures

included in this standard to comply with the AAI Rule. In addition, ESA will conduct the Phase I in accordance with the scope, assumptions, and limitations contained in this proposal.

The scope of services proposed has been developed to provide a preliminary screening of the property. If the proposed Phase I reveals evidence of additional areas of concern, ESA will discuss these with the City and outline an additional scope of services. The scope of work is summarized below.

- **Regulatory Agency and Other Records Review.** ESA will review reasonably ascertainable records that will help identify RECs, HRECs, and CRECs in connection with the site. Records to be reviewed include: federal and state regulatory agency lists of hazardous waste generators, leaking underground storage tanks (USTs), landfills, military reservations, contaminated surface waters, and Superfund sites. These lists will be reviewed to assess whether there were prior investigations or events and conditions, or institutional or engineering controls on the property and in the immediate vicinity, relating to spills, discharges, or other activities resulting in contamination or presence of hazardous materials.

ESA will enhance and supplement the standard environmental record sources with local and/or additional state or tribal records when, in our judgment, such additional records are readily ascertainable, sufficiently useful, accurate, and complete in light of the record review objective, and are generally obtained, pursuant to local good commercial or customary practice, in Phase I assessments in the type of commercial real estate transaction involved. Sources of such records may include the local department of health/environmental division, fire department, planning department, building permit/inspection department, local regional pollution control agency, local/regional water control agency, and local electric utility company.

- **Physical Setting Review.** The physical setting review is required by the Standard Practice to include a current United States Geological Survey (USGS) 7.5 Minute Topographic Map. The review may also include discretionary physical setting sources, e.g. for geologic and hydrogeologic information. This information may provide insight to the significance of offsite sources of contamination in relation to the site. Where discretionary hydrogeologic information is available and reviewed, where possible we will estimate the regional direction of groundwater flow and discuss how this might affect the potential for identified offsite sources of contamination to impact the site.
- **Historical Land Use Review.** ESA will research historical information sources to develop a history of general types of previous uses of the site and surrounding area (e.g., office, retail, residential, industrial, and manufacturing). Obvious uses of the site will be identified from the present back to the site's first developed use, or back to 1940, whichever is earlier. The review will include as many standard historical sources as are necessary and both reasonably ascertainable and likely to be useful. For the purpose of this review, "developed use" includes agricultural use and placement of fill dirt. The review will include documentation of gaps in the history of use. Uses of the area surrounding the site will be identified only to the extent that this information is revealed in the course of researching the site itself, as per the Standard Practice.
- **Site Reconnaissance.** ESA will perform a walking reconnaissance of the site and associated structures to observe the property and its current use with the unaided eye, and thereby obtain information indicating the likelihood of identifying evidence of RECs in connection of the site. The site reconnaissance will inspect the site for evidence of materials or equipment suggesting hazardous materials or waste, discolored soil or water due to chemical spills, stressed vegetation due to chemical spills, underground storage tanks, pits, ponds, septic systems, and lagoons. Locations with visibly obvious oil staining will be photographed. The site property and structures located on the site will be observed to the extent not obstructed by bodies of water, adjacent buildings, or other obstacles. The periphery of the site will be viewed from all adjacent public thoroughfares. If roads or paths with no apparent outlet are observed on the site, the use of the road or path will be identified to assess whether it was likely used as an avenue for disposal of hazardous substances or petroleum products. Accessible common areas of the interior of the

structures on the site (e.g., structures inside of the enclosure with oil storage tanks) will be observed. Uses and conditions will be noted and will be the subject of questions asked as part of interviews of owners, operators, and occupants as discussed later in this proposal.

- **Vicinity Survey.** ESA will perform a reconnaissance of immediately adjoining properties to observe the properties' current use and past use(s) to the extent that past uses are discernible. This survey will be performed to note facilities that have an obvious potential to affect the environmental conditions at the site. These properties will be observed from the fence line of the subject property without physical access of the adjoining properties.
- **Interviews.** The ASTM 1527 standard recommends interviewing past and present owners and occupants, with the objective of obtaining information indicating RECs in connection with the site. The "Key Site Manager" could be either the current site owner or the individual responsible for site operations. Interview questions may be asked in person, by telephone, or in writing.
- **Report of Findings.** ESA will provide one electronic draft report for your review and comment, followed by one final electronic report that will include an evaluation of the information obtained from the assessment. The report will include findings, opinions, conclusions, and significant data gaps, if any, that could affect the identification of RECs at the site. If the Phase 1 assessment identifies any such gaps in the records, they will be disclosed and discussed, including by identifying sources consulted to address them and comment upon their significance with regard to the ability to identify conditions indicative of releases and threatened releases of hazardous substances on, at, in, or to the site. The proposed Phase 1 will include illustrations and pertinent regulatory agency documentation regarding the site.

## ASSUMPTIONS

- *The City will provide or arrange right-of-entry and unrestricted access to the site.*
- *The site visit can be completed in one day.*
- *The budget includes reviewing historical aerial photographs and topographic maps from one standard source, which is assumed to contain adequate coverage of the site and surrounding areas to assess historical usage of the site for a period of time as far back in the history of the site as it can be shown that the site contained structures or from the time the property was first used for residential, agricultural, commercial, industrial, or governmental purposes, as mandated by the Standard Practice. If insufficient coverage of the site is available, with Client approval a secondary source will be consulted on a time-and-materials basis.*
- *One electronic copy of the draft and final report of findings will be provided.*
- *The physical review of regulatory agency files is not part of this scope of services. If regulatory agency file reviews for additional sites are recommended, the Client will be contacted for authorization of additional fees.*
- *A review of a 50-year Chain-of-Title Report (which is optional per the Standard Practice) does not appear warranted in the current context and is not part of this scope of services.*
- *The Phase I does not include an assessment for asbestos-containing building materials, radon, lead-based paints, lead in drinking water, molds and mildews, indoor air quality, industrial hygiene, health and safety, and other Standard Practice non-scope considerations because they do not appear warranted in the current context. If buildings are to be removed as a part of the project, a scope and fee can be provided.*
- *This scope does not include a Hazardous Building Materials Survey. If buildings are to be removed as a part of the project, a scope and fee can be provided.*

- *Only information received prior to issuance of the report can be included in the evaluation. ESA does not guarantee the accuracy of information supplied by its sources, but reserves the right to rely on this information in formulating a professional opinion on the potential for subsurface contamination at the site.*

**DELIVERABLES:**

- *Phase I Environmental Site Assessment*

**Subtask 5.3. Categorical Exclusion Documentation**

FTA will likely process any NEPA documentation concerning the project through a Categorical Exclusion, as provided for in its regulations. Doing so will rely on documentation provided in the aforementioned IS/MND. ESA will prepare supporting documentation, to include the following:

- 1) Cover letter materials for City's signature;
- 2) Adopted Final IS/MND;
- 3) Maps, figures, and other details specific to FTA's action;
- 4) A summary of public outreach conducted to date; and
- 5) A summary table of impacts and findings.

**ASSUMPTIONS:**

- *City will prepare the CEQA CE*

**DELIVERABLES:**

- *FTA NEPA supporting documentation*

**TASK 6. Final Design****Subtask 6.1. 95% Plans, Specifications, and Estimates (PS&E)**

The BEN|EN Team will prepare and submit Plans, Technical Specifications, and Estimate to the City for review and comment. The BEN|EN Team will include a complete set of construction drawings including but not limited to the following:

- Title Sheet
- Layouts
- Striping Plan
- Grading Plan
- Construction Details
- Landscape Plan
- Electrical Plan
  - Overall Single Line Diagram
  - Panelboard Schedule Diagram
  - Switchgear Elevation Drawing
  - Electrical Service Equipment Layout with Dimensions
  - Electrical Facility Layout Drawing
  - Electrical Typical Details Drawings
  - Electrical Grounding Drawing
  - Bill of Materials for Major Equipment
  - Structural Foundations for Electrical Equipment
  - Structural & Anchoring Details
- Utilities Plan

Preparation of the PS&E will be in accordance with the City's Improvement and Construction Standards, Standard Specifications and Standard Plans. PS&E submittals will be reviewed by City staff.

Comments received from the City will be tabulated; responses will be addressed and incorporated on the project plans as necessary. Original red-line comments will be returned with subsequent PS&E submittals.

#### **ASSUMPTIONS**

- The following is not included this scope of work:
  - Engineering studies, analysis or evaluations including:
    - Arc Flash Hazard
    - Overcurrent Coordination Analysis
    - Lighting Photometric Study
    - Options Analysis

#### **DELIVERABLES:**

- *Two (2) sets of the Plans (11"x17"), Specifications, and Estimates at the 90% level, electronic submittal via email with the PS&E in pdf format.*

#### **Subtask 6.2. Final Plans, Specifications, and Estimates (PS&E)**

The BEN|EN Team will incorporate comments from the 95% submittal and will prepare and submit Final Plans, Technical Specifications, and Estimates to the City for review and comment.

#### **DELIVERABLES:**

- *Two (2) sets of the Plans (11"x17"), one (1) set of the Plans on Mylar (24"x36"), Specifications, and Estimates at the Final level including City comments from prior submittal. Electronic submittal via email shall include the following:*
  - *Final Plans - AutoCAD 2014 format*
  - *Special Provisions – MS Word*
  - *Itemized Cost Estimate – MS Excel*

### **TASK 7. Bidding & Construction Support**

#### **Subtask 7.1. Bidding and Construction Support**

BEN|EN will provide senior staff to address questions, review submittals, attend meetings and make project site reviews during the bidding and construction phase. Assume two (2) meetings and two (2) site visits.

#### **Subtask 7.2. Prepare As-Built Drawings**

The BEN|EN Team will prepare "As-Built" drawings in AutoCAD based on contractor's notes and red lines.

#### **DELIVERABLES:**

- *One (1) set of As-Built plans on Mylar (24"x36"), stamped and signed by a CA registered PE. CD containing As-Built Plans and Specifications in dwg and pdf format.*

# Fee Estimate

Client: City of Fairfield  
 Consultant: Benjen Engineering Services Inc  
 Project: Corporation Yard Upgrade for Transit Fleet Electrification  
 Date: April 18, 2018



Fee Estimate	Principal Engineer Leo Rubio 200 \$/hr	Project Manager III Cristian Allen 185 \$/hr	Engineer VI Tim Campos 203 \$/hr	Engineer III 175 \$/hr	Engineer II 160 \$/hr	Engineer I 145 \$/hr	Designer III 150 \$/hr	Administrative 75 \$/hr	BENJEN Subtotal	RISC. EXPENSES	ESA	Fees & Perms	Green	IEC	UNICO	TOTAL
	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Contract	Contract	Contract	Contract	Contract	Contract
<b>Task 1 - Project Management</b>																
1.1 Develop Project Development Team and Workshop	1 hr	\$0	4 hrs	\$740	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$740
1.2 Project Meetings and Coordination	2 hrs	\$480	30 hrs	\$5,550	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$6,030
1.3 Monthly Invoices and Status Reports	hrs	\$0	8 hrs	\$1,480	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$1,480
1.4 Quality Control	hrs	\$0	hrs	\$0	20 hrs	\$4,000	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000
Subtotal	2 hrs	\$480	42 hrs	\$7,720	20 hrs	\$4,000	hrs	\$0	40 hrs	\$8,000	\$0	\$0	\$0	\$0	\$0	\$12,200
<b>Task 2 - Topographic Survey</b>																
2.1 Topographic Survey	hrs	\$0	2 hrs	\$370	hrs	\$0	4 hrs	\$600	hrs	\$0	\$0	\$0	\$0	\$0	\$13,777	\$13,777
Subtotal	hrs	\$0	2 hrs	\$370	hrs	\$0	4 hrs	\$600	hrs	\$0	\$0	\$0	\$0	\$0	\$13,777	\$13,777
<b>Task 3 - Preliminary Engineering</b>																
3.1 Basis for Design Technical Memorandum	2 hrs	\$480	4 hrs	\$740	2 hrs	\$410	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$740
3.2 Stormwater Drainage Technical Memorandum	hrs	\$0	2 hrs	\$370	hrs	\$0	30 hrs	\$5,100	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$5,470
3.3 Geotechnical Engineering	2 hrs	\$480	2 hrs	\$370	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$740
3.4 Schematic Design Drawings	2 hrs	\$480	16 hrs	\$2,960	2 hrs	\$410	76 hrs	\$13,320	16 hrs	\$2,960	\$0	\$0	\$15,535	\$0	\$0	\$32,005
Subtotal	4 hrs	\$960	20 hrs	\$3,680	2 hrs	\$410	108 hrs	\$18,420	34 hrs	\$6,340	\$0	\$0	\$15,535	\$0	\$0	\$37,015
<b>Task 4 - Utility Coordination</b>																
4.1 Utility Verification and Coordination	hrs	\$0	2 hrs	\$370	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$370
4.2 Utility Report Preparation	hrs	\$0	2 hrs	\$370	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$370
4.3 Initial Address/Production Coordination	hrs	\$0	2 hrs	\$370	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$370
4.4 P&ID Coordination	hrs	\$0	2 hrs	\$370	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$370
Subtotal	hrs	\$0	8 hrs	\$1,480	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$1,480
<b>Task 5 - Final Design</b>																
5.1 Section 005 Cultural Resources Assessment	hrs	\$0	2 hrs	\$370	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$370
5.2 Phase 1 Environmental Site Assessment Scope of Work	hrs	\$0	2 hrs	\$370	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$370
5.3 Geotechnical Investigation Documentation	hrs	\$0	2 hrs	\$370	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$370
Subtotal	hrs	\$0	4 hrs	\$740	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$740
<b>Task 6 - Bidding and Construction Support</b>																
6.1 Bidding PS&E	hrs	\$0	12 hrs	\$2,220	hrs	\$0	28 hrs	\$4,840	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$7,060
6.2 Final PS&E	hrs	\$0	12 hrs	\$2,220	hrs	\$0	20 hrs	\$3,560	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$5,780
7.1 Bidding and Construction Support	2 hrs	\$480	16 hrs	\$2,960	2 hrs	\$410	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$3,850
7.2 Prepare As-Built Drawings	hrs	\$0	2 hrs	\$370	hrs	\$0	hrs	\$0	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$370
Subtotal	2 hrs	\$480	20 hrs	\$3,730	2 hrs	\$410	48 hrs	\$8,400	hrs	\$0	\$0	\$0	\$0	\$0	\$0	\$12,610
<b>PROJECT TOTAL</b>	8 hrs	\$1,620	140 hrs	\$25,990	24 hrs	\$4,240	138 hrs	\$24,860	176 hrs	\$31,520	\$0	\$0	\$0	\$0	\$0	\$82,410

## Additional Fee Information

- This fee estimate is valid for 90 days.
- This fee estimate contains an abbreviated list of staff classifications and does not reflect BENJEN's full list of staff classifications is available upon request.
- Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) will be charged at a 50% premium.
- Substantial changes in the required scope of work or schedule may result in the revision of the proposed fees and total contract amount.
- Rates are subject to change annually effective July 1st.

INITIALS:

## **EXHIBIT "B"**

Hourly Rates Schedule For:

Bennett Engineering Services Inc.

## BENNETT ENGINEERING SERVICES

### Rate Schedule | 2017/2018 Fiscal Year

#### Professional Staff

<i>Professional Staff</i>	<i>Hourly Rate</i>	<i>Professional Staff</i>	<i>Hourly Rate</i>
Principal Engineer .....	\$240	Engineering Tech IV .....	\$145
Project Manager VI .....	\$215	Engineering Tech III .....	\$135
Project Manager V .....	\$205	Engineering Tech II .....	\$125
Project Manager IV .....	\$195	Engineering Tech I .....	\$115
Project Manager III .....	\$185	Designer IV .....	\$160
Project Manager II .....	\$170	Designer III .....	\$150
Project Manager I .....	\$155	Designer II .....	\$135
Engineer VI .....	\$205	Designer I .....	\$125
Engineer V .....	\$195	CAD Tech IV .....	\$135
Engineer IV .....	\$185	CAD Tech III .....	\$125
Engineer III .....	\$175	CAD Tech II .....	\$115
Engineer II .....	\$160	CAD Tech I .....	\$105
Engineer I .....	\$145	Inspector III .....	\$165
Engineering Intern .....	\$75	Inspector II .....	\$145
Special Technical Consultant .....	\$175	Inspector I .....	\$125
Expert Witness .....	\$425	Administrative .....	\$75

#### Additional Rate Information

- ▶ Direct expenses (including, but not limited to, mileage, reproduction, postage, online assessor mapping fees, etc.) & subconsultant costs will be billed at cost plus fifteen percent (15%) for administration, coordination, and handling.
- ▶ Standard hourly rates do not apply to a demand to perform work during an overtime period. Work required to be performed during an overtime period (as mandated by California law) will be charged at a 50% premium.
- ▶ Hourly rates include all compensation for wages, salary-related benefits, overhead, general office administration, and profit.
- ▶ Direct project administrative hours will be billed at the rate shown above.
- ▶ Classifications may be added or removed as-needed without notice.
- ▶ Substantial changes in the required Scope of Work or Schedule will result in the revision of the proposed fees and total contract amount.
- ▶ Rates are subject to change annually effective July 1<sup>st</sup>.